

Change to:
Zoned RE / PUD 155

Preliminary Plat

PUD-155

THE SUMMIT AT PINE RIDGE

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:
141 Summit, LLC
MICHAEL LAMB
EMAIL: MICHAEL@LAMBHOMESOK.COM
114 South 3rd Street
Jenks, Oklahoma 74037
Phone: (918) 289-3595

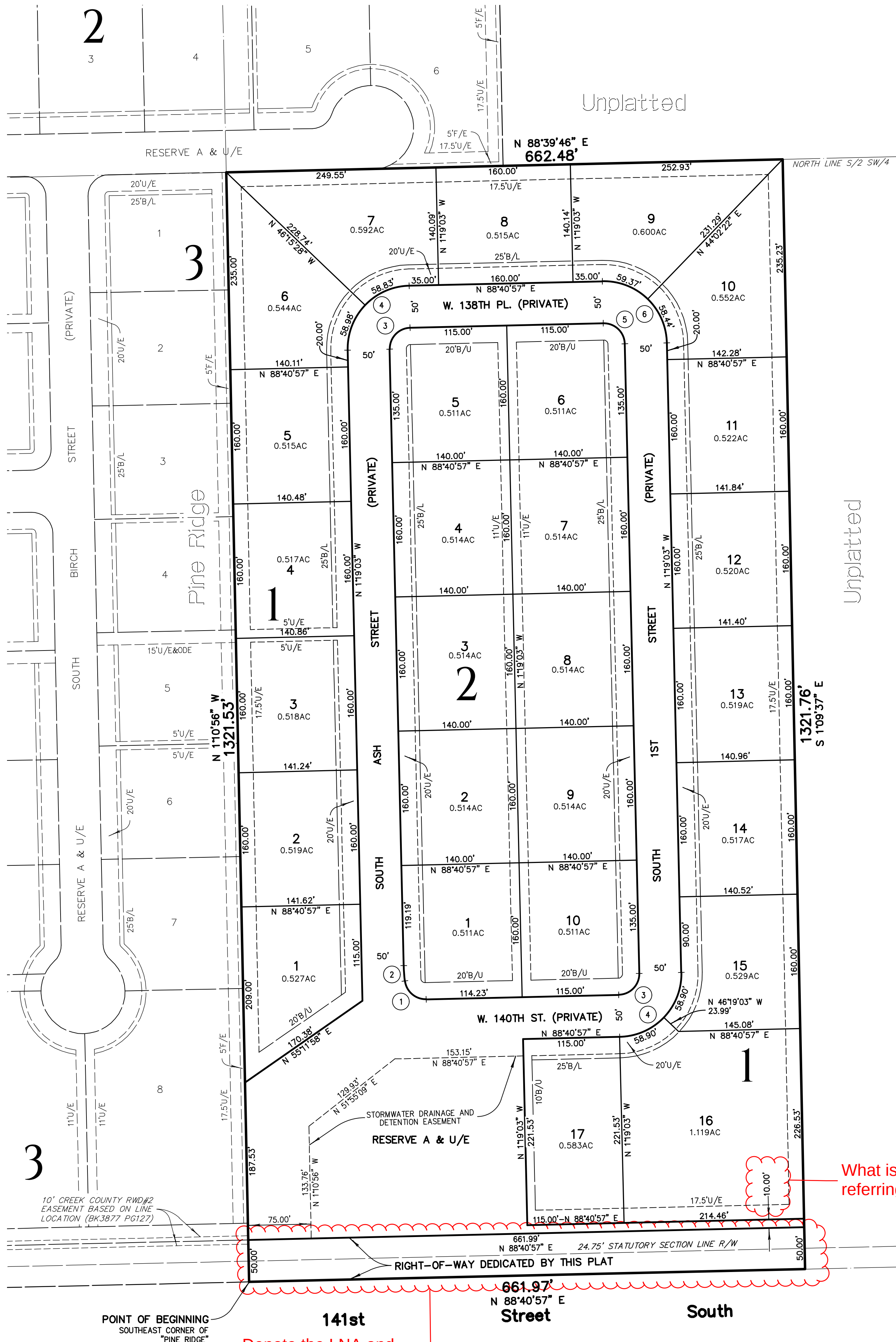
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2027
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - (A) FOUND MAG SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7;
 - (B) FOUND MAG NAIL AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7;THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°09'22" WEST.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH ELM STREET (SOUTH PEORIA AVENUE) AND 141ST STREET SOUTH BY VIRTUE OF RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

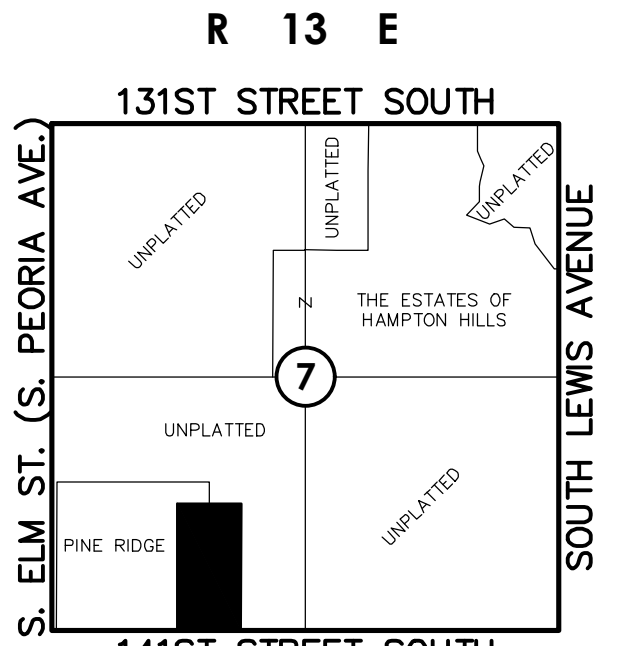
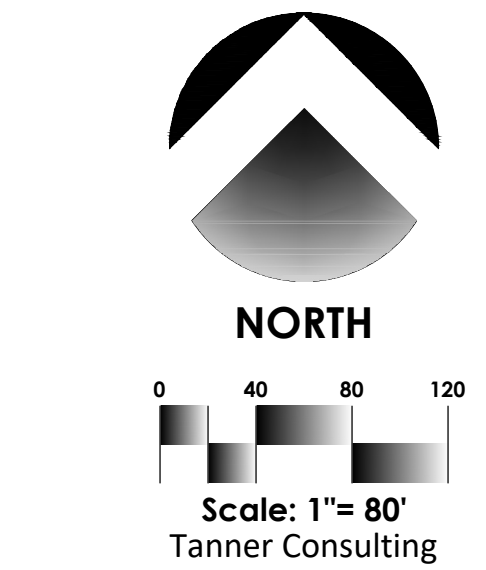
Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	36.84'	25.00'	84°26'04"	N49°06'01"W	33.60'
2	18.26'	188.00'	5°33'56"	N4°06'01"W	18.25'
3	39.27'	25.00'	90°00'00"	N43°40'57"E	35.36'
4	117.81'	75.00'	90°00'00"	N43°40'57"E	106.07'
5	39.27'	25.00'	90°00'00"	N46°19'03"W	35.36'
6	117.81'	75.00'	90°00'00"	N46°19'03"W	106.07'



Show two foot (2') topographic information extended beyond property boundaries a minimum distance of two hundred feet.

Letter from the Corp Commission regarding any wells on the property.



Location Map
Scale: 1"= 200'

SUBDIVISION CONTAINS:
TWENTY-SEVEN (27) LOTS
IN TWO (2) BLOCKS
WITH ONE (1) RESERVE

GROSS SUBDIVISION AREA: 20.092 ACRES

- LEGEND**
- B/L BUILDING LINE
 - B/U BUILDING LINE & UTILITY EASEMENT
 - BK PG BOOK & PAGE
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - CL CENTERLINE
 - Δ DELTA ANGLE
 - DOC DOCUMENT
 - ESMT EASEMENT
 - GOV'T GOVERNMENT
 - LNA LIMITS OF NO ACCESS
 - ODE OVERLAND DRAINAGE EASEMENT
 - RES. RESERVE
 - R/W RIGHT-OF-WAY
 - U/E UTILITY EASEMENT
 - /234/ ADDRESS ASSIGNED
 - FOUND MONUMENT
 - SET MONUMENT (SEE NOTE 2)

Preliminary Plat

PUD-155

THE SUMMIT AT
PINE RIDGE

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT 141 SUMMIT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (W/2 SE/4 SW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF SAID W/2 SE/4 SW/4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF "PINE RIDGE", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 7177); THENCE NORTH 1°10'56" WEST AND ALONG THE WEST LINE OF THE W/2 SE/4 SW/4 AND THE EASTERLY LINE OF SAID "PINE RIDGE", FOR A DISTANCE OF 1321.53 FEET; THENCE NORTH 88°39'46" EAST AND CONTINUING ALONG SAID EASTERLY LINE AND ITS EXTENSION, AND ALONG THE NORTH LINE OF THE W/2 SE/4 SW/4, FOR A DISTANCE OF 662.48 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1°09'37" EAST AND ALONG THE EAST LINE OF THE W/2 SE/4 SW/4, FOR A DISTANCE OF 1321.76 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°40'57" WEST AND ALONG THE SOUTH LINE OF THE W/2 SE/4 SW/4, FOR A DISTANCE OF 661.97 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 875,219 SQUARE FEET OR 20.092 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORRI SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARING BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(1) MAG SPIKE FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7;

(2) MAG NAIL FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°09'22" WEST.

AND THAT 141 SUMMIT, LLC, HEREINAFTER REFERRED TO AS "OWNER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "THE SUMMIT AT PINE RIDGE", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION"; WHENEVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "THE SUMMIT AT PINE RIDGE" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHENEVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE).

SECTION I. STREETS, EASEMENTS, AND UTILITIES

A. STREETS AND UTILITY EASEMENTS:

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHT-OF-WAY FOR 141ST STREET SOUTH AS DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, AND REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 141ST STREET SOUTH RIGHT-OF-WAY AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT OR RESERVE AREA, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT,

EFFECTIVE, AND NON-EXCLUSIVE EASEMENT ON THE LOT OR RESERVE AREA, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF OWNER OF THE LOT OR RESERVE AREA OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENTS AND THE STORMWATER DRAINAGE AND DETENTION EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF JENKS, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

3. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR RESERVE AREA, OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO AND UPON ALL UTILITY AND THE STORMWATER DRAINAGE AND DETENTION EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

D. LOT SURFACE DRAINAGE:

ALL LOTS AND RESERVE AREAS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. EXCEPT AS OTHERWISE PROVIDED FOR STORMWATER DETENTION FUNCTIONS WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT, NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH LOT AND RESERVE AREA OWNER, THE HOMEOWNERS' ASSOCIATION, AND THE CITY OF JENKS, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF THE LOT OR RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO 141ST STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED UPON REVIEW AND RECOMMENDATION BY THE JENKS PLANNING COMMISSION AND APPROVAL BY THE JENKS CITY COUNCIL, OR THEIR RESPECTIVE SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF JENKS.

G. STORMWATER DRAINAGE AND DETENTION EASEMENT:

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL STORMWATER DRAINAGE AND DETENTION EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS, STREETS, AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREA UNLESS APPROVED BY THE CITY OF JENKS, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2

1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF JENKS. ALL OTHER LANDSCAPING SHALL REQUIRE THE APPROVAL OF THE CITY OF JENKS. FENCES, WALLS, AND ENTRY FEATURES SHALL BE PERMITTED ALONG THE PERIMETERS OF THE STORMWATER DRAINAGE AND DETENTION EASEMENT, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, OR DISCHARGE OF STORMWATER THROUGH THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA.

4. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE RESPECTIVE OWNERS OF THE RESERVE AREA CONTAINING THE STORMWATER DRAINAGE AND DETENTION EASEMENT TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, RETENTION, AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNER OF THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE RESERVE AREA OWNER CONTAINING THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE FAILURE TO REMOVE SILTATION, OR THE ALTERATION OF GRADE WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY ACCUMULATED SILTATION OR OTHER OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE RESERVE AREA OWNER CONTAINING THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF RESERVE A CONTAINING THE EASEMENT, OR ASSIGNMENT OF THE STORMWATER DRAINAGE AND DETENTION EASEMENT MAINTENANCE TO THE ASSOCIATION. IN THE EVENT THE OWNER OF THE RESERVE AREA CONTAINING THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHOULD FAIL TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE RESERVE AREA. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.

6. THE COVENANTS SET FORTH IN THIS SUBSECTION G. SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND BY THESE COVENANTS.

SECTION II. RESERVE AREAS

A. GENERAL

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, ALL RESERVE AREAS ARE HEREBY DESIGNATED AND CREATED TO PROVIDE FOR CERTAIN PUBLIC PURPOSES AND PRIVATE USES AND IMPROVEMENTS AS FURTHER SPECIFIED HEREIN AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE RESERVE AREA OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER TO THE ASSOCIATION. FROM AND AFTER SAID DATE, SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF THE PRIVATE STREETS AND VARIOUS OTHER IMPROVEMENTS AND RECREATIONAL FACILITIES. SEE SECTION IV. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PROPERLY MAINTAIN SUCH RESERVE AREA OR FACILITIES THEREIN LOCATED AS HEREIN PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

4. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA; OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNERS' WATER BILLS, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

5. THE CITY OF JENKS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ANY AND ALL RESERVE AREAS FROM THE OWNER THEREOF IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING ANY OR ALL SUCH RESERVE AREAS OF "THE SUMMIT AT PINE RIDGE"; AND (B) THE CITY OF JENKS BECOMES THE OWNER OF THE TAX CERTIFICATE OR REDEEMS THE TAX CERTIFICATE ACCORDING TO OKLAHOMA LAW.

6. THE CITY OF JENKS SHALL HAVE SIXTY (60) DAYS AFTER SATISFACTION OF I.L.A.5(A) AND I.L.A.5(B) ABOVE TO PURCHASE ANY CONCERNED RESERVE AREA OF "THE SUMMIT AT PINE RIDGE" FROM THE OWNER THEREOF FOR THE SUM OF TEN DOLLARS (\$10.00). THE CONCERNED RESERVE AREA OWNER SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

B. RESERVE A

1. RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUMMIT AT PINE RIDGE, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING ACCESS TO AND FROM PUBLIC STREETS,

FOR PROVIDING STORM SEWER AND STORMWATER DRAINAGE AND DETENTION AND NEIGHBORHOOD AMENITIES, FOR UTILITIES, AND FOR PROVIDING GATES AND RELATED ENTRANCE SECURITY FACILITIES, NEIGHBORHOOD PERIMETER LANDSCAPING, DECORATIVE FENCING, SIGNAGE AND ENTRY FEATURES, SHELTER BUILDINGS OR STRUCTURES, LANDSCAPING, IRRIGATION, AND LIGHTING, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, TO BE FORMED PURSUANT TO SECTION IV. HEREOF FOR THE PURPOSES OF THE OWNERSHIP, ADMINISTRATION, AND MAINTENANCE OF THE PRIVATE STREETS, STORMWATER DETENTION, AND OTHER PRIVATE DRAINAGE FACILITIES, AND OTHER COMMON AREAS OF THE SUBDIVISION. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ADDITIONALLY DEDICATED AS A UTILITY EASEMENT. SUCH NEIGHBORHOOD AMENITIES MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO: OPEN SPACE, PRIVATE PARK AND OTHER PASSIVE AND ACTIVE RECREATION USES, PAVILION AND OTHER PROTECTIVE BUILDINGS OR STRUCTURES, PLAYGROUNDS, AND OTHER USES, BUILDINGS, STRUCTURES, AND IMPROVEMENTS AS DETERMINED BY THE OWNER/DEVELOPER, OR ITS SUCCESSORS, AND APPROVED BY THE CITY OF JENKS PUBLIC WORKS DEPARTMENT, PROVIDED SUCH BUILDINGS, STRUCTURES, OR IMPROVEMENTS DO NOT CAUSE AN OBSTRUCTION OR IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE RESERVE AREAS

2. THE OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF JENKS, OKLAHOMA, INCLUDING, WITHOUT LIMITATION, POLICE AND FIRE DEPARTMENTS, AND OTHER EMERGENCY RESPONSE AND GOVERNMENTAL AGENCIES HAVING JURISDICTION, THE UNITED STATES POSTAL SERVICE AND OTHER PARCEL DELIVERY SERVICES, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO THE REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE A AND TO OPERATE THEREON ALL NECESSARY VEHICLES AND EQUIPMENT.

3. THE OWNER, FOR ITSELF, ITS SUCCESSORS, AND THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV. HEREOF, HEREBY COVENANTS WITH THE CITY OF JENKS, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, TO:

- CONSTRUCT AND MAINTAIN PRIVATE STREET SURFACING EXTENDING THE FULL LENGTH OF RESERVE A AND MEETING OR EXCEEDING CITY OF JENKS DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET.
- PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER A PRIVATE STREET DEPICTED WITHIN RESERVE A WHICH WOULD INHIBIT ANY GOVERNMENTAL VEHICLE, INCLUDING BUT NOT LIMITED TO FIRE DEPARTMENT VEHICLES, FROM FREE USAGE OF THE PRIVATE STREETS.
- SECURE INSPECTION OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF JENKS, OKLAHOMA, THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF JENKS, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREETS, SECURE CERTIFICATION FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE JENKS PUBLIC WORKS DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

4. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS A PERPETUAL, NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENT ON, OVER, AND ACROSS THAT PORTION OF RESERVE A AS DEPICTED ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.

C. INDEMNIFICATION OF OWNER AND CITY

1. EACH LOT AND RESERVE AREA OWNER AND RESIDENT AND MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS.

2. EACH LOT AND RESERVE AREA OWNER AND RESIDENT AND MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES THAT NEITHER THE OWNER/DEVELOPER NOR THE CITY OF JENKS, OKLAHOMA, SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

Preliminary Plat

PUD-155

THE SUMMIT AT
PINE RIDGE

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS
(CONTINUED)

Please note the
underlying zoning

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. APPROVAL

"THE SUMMIT AT PINE RIDGE" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD) NO. 155 ("THE SUMMIT AT PINE RIDGE") (HEREINAFTER, "PUD-155") AS PROVIDED WITHIN SECTION 16-9-8 OF THE JENKS, OKLAHOMA UNIFIED DEVELOPMENT ORDINANCE (UDO).

THE PUD OVERLAY DISTRICT WAS CREATED TO VISUALLY REPRESENT AREAS OF THE COMMUNITY THAT ARE GOVERNED BY AN APPROVED PLANNED UNIT DEVELOPMENT AS DETAILED IN SECTION 16-9-8 OF THE UDO. UPON APPROVAL OF A PLANNED UNIT DEVELOPMENT BY THE CITY COUNCIL, THE ZONING MAP SHALL BE AMENDED TO REFLECT THE PUD OVERLAY.

PUD-155 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF JENKS PLANNING COMMISSION ON APRIL 9 2026, AND APPROVED BY THE JENKS CITY COUNCIL ON APRIL 21, 2026, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 1686) APPROVED APRIL 21, 2026.

PUD-155 REQUIRES THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND THE OWNER DESIRES TO ESTABLISH THE RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA.

B. AMENDMENT(S)

ANY PUD OVERLAY DISTRICT AMENDMENTS TRANSPIRING HEREAFTER SHALL BE AS PROCESSED AS PROVIDED WITHIN SECTION 16-9-8 (J) AMENDMENTS TO APPROVED PLANNED UNIT DEVELOPMENT OF THE UNIFIED DEVELOPMENT ORDINANCE (UDO) OF THE CITY OF JENKS.

THE PUD PROVISIONS OF THE UDO ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE OFFICE OF CODE ENFORCEMENT, CITY OF JENKS, OKLAHOMA, SUFFICIENT TO INSURE THE IMPLEMENTATION OF AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY FUTURE AMENDMENTS.

C. FILING OF A NEW PUD AND/OR AMENDMENT(S)

THE CITY OF JENKS, IN ORDER TO PROVIDE AN ACCURATE RECORD OF THE APPROVED ESTABLISHED COVENANTS IDENTIFIED IN THE APPROVED ORDINANCE AND DETAILED IN THE DEVELOPMENT CRITERIA AND STANDARDS OF THE PUD OVERLAY DISTRICT DOES REQUIRE THAT ALL APPROVED PUD DOCUMENTS (MINOR OR MAJOR) BE FILED BY "SEPARATE INSTRUMENT" AS AN ADDENDUM TO THE DEED OF DEDICATION OF THE PLAT OF RECORD WITH THE TULSA COUNTY CLERK AND SEPARATE INSTRUMENT DOCUMENT SHALL BE AVAILABLE TO THE PUBLIC AT THE CITY OF JENKS PLANNING DEPARTMENT PER CITY OF JENKS POLICY.

D. PUD OVERLAY DISTRICT DOCUMENT ACCESS

REGARDING DEVELOPMENTS GOVERNED BY A PUD OVERLAY DISTRICT, PRIOR TO ANY SITE DEVELOPMENT OR DESIGN, CONTACT THE CITY OF JENKS OR PERFORM A TITLE SEARCH FOR THE APPROVED PLAT ADDENDUM DOCUMENT.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION:

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN THE SUMMIT AT PINE RIDGE (THE "HOMEOWNERS' ASSOCIATION" OR THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND FACILITIES INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, RESERVE AREAS, STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES AND EASEMENT AREAS, PRIVATE PARKS AND OTHER RECREATIONAL FACILITIES, ENTRY FEATURES, AND LANDSCAPING THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION BY THE OWNER OR ITS SUCCESSORS OR ASSIGNS AS FURTHER OUTLINED IN SECTION IV.F. THE OWNER MAY DISCHARGE MANAGEMENT CONTROL OF THE HOMEOWNERS' ASSOCIATION UPON OCCUPANCY OF 51% OF THE LOTS IN THE SUBDIVISION.

B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS:

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL PRIVATE STREETS AND ALL OTHER RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE ASSOCIATION'S BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE ASSOCIATION. AN UNPAID ASSESSMENT SHALL BECOME A LIEN ON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS:

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON ANY COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION:

THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

F. EXPANSION RIGHTS OF THE ASSOCIATION:

THE OWNER HEREBY RESERVES THE RIGHT TO ADD ADDITIONAL LAND TO THE HOMEOWNERS' ASSOCIATION TO SHARE IN BOTH USE AND COSTS OF RESERVE AREAS, OTHER COMMON AREAS, AND STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES LOCATED WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS. ADDITIONAL LAND CAN ONLY BE ADDED BY THE EXPRESS CONSENT OF THE ORIGINAL OWNER, UNTIL SUCH TIME AS THE OWNER RELINQUISHES THIS RIGHT TO THE HOMEOWNERS' ASSOCIATION BY INSTRUMENT DULY FILED OF RECORD. UPON ADDITION OF LAND AS PROVIDED HEREIN, THE OWNERS OF SUCH LAND SHALL BE PERMITTED ALL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES OF THE HOMEOWNERS' ASSOCIATION.

G. REQUIRED MOWING OF VACANT LOTS:

THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE DEVELOPMENT 10 DAYS AFTER THE LOT OWNER HAS RECEIVED NOTICE FROM THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT SAID LOT IS IN VIOLATION OF JENKS CITY CODE SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH. THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH PARAGRAPH C. COVENANT FOR ASSESSMENTS.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION IV.G. REQUIRED MOWING OF VACANT LOTS ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND IV.G., WHETHER OR NOT SPECIFICALLY THERIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION IV. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTION IV.G.) SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNERS OF ANY LOT WITHIN THE SUMMIT AT PINE RIDGE SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE BENEFICIARIES AS SPECIFICALLY OUTLINED HEREIN TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN, OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION:

THE COVENANTS CONTAINED HEREIN SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, SUBSECTION IV.G., AND THIS SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF JENKS, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION IV. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTION IV.G.) AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE JENKS PLANNING COMMISSION OR THE CITY OF JENKS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER, WITHOUT THE APPROVAL OF THE CITY OF JENKS, UNTIL THE ASSOCIATION IS TURNED OVER TO THE LOT OWNERS, AFTER WHICH TIME SUCH AMENDMENT OR TERMINATION SHALL REQUIRE A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 60% OF THE LOTS WITHIN THE SUBDIVISION; PROVIDED THAT, DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION, ANY CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS SHALL BE CONTROLLED BY THAT INSTRUMENT EXECUTED BY THE OWNER. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

D. SEVERABILITY:

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, 141 SUMMIT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2027.

BY:

MICHAEL K. LAMB, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2027, PERSONALLY APPEARED MICHAEL K. LAMB, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS MANAGER OF 141 SUMMIT, LLC, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF 141 SUMMIT, LLC FOR THE USES AND PURPOSES THERIN SET FORTH, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY

CERTIFICATE OF SURVEY

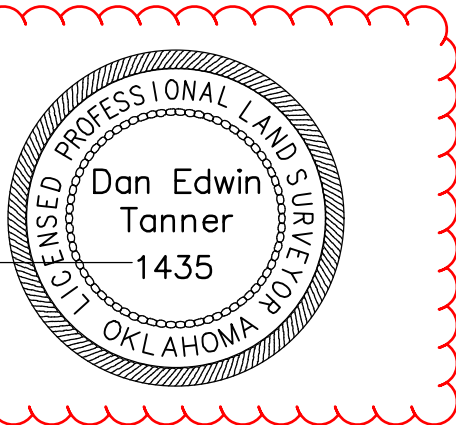
I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2027.

move seal
away from the
signature line

BY:

DAN E. TANNER
LICENSED LAND SURVEYOR
OKLAHOMA NO. 1435



STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2027, BY DAN E. TANNER, AS A LICENSED LAND SURVEYOR.

10/15/2028

MY COMMISSION EXPIRES:

CANDICE HEAVENBER, NOTARY



move seal
away from the
signature line

Conceptual Utility Plan

PUD-155

THE SUMMIT AT
PINE RIDGE

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:

141 Summit, LLC

MICHAEL LAMB
EMAIL: MICHAEL@LAMBHOMESOK.COM
114 South 3rd Street
Jenks, Oklahoma 74037
Phone: (918) 289-3595

SURVEYOR/ENGINEER:

Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2027
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

